

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgement of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tsudis Chocolate Company		09/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TriState Capital Bank		
Street Address:	301 Grant Street		
Internal Address:	Suite 2700		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4126084	PROTEIN SQUARED	
Registration Number:	4053659	P2	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0072571-000013		
NAME OF SUBMITTER:	Michael L. Dever		

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Signature:	/Michael L. Dever/
Date:	10/08/2012
Total Attachments: 3 source=Tristate Capital-Tsudis Acknowledgement of Security Interest in Trademarks#page1.tif source=Tristate Capital-Tsudis Acknowledgement of Security Interest in Trademarks#page2.tif source=Tristate Capital-Tsudis Acknowledgement of Security Interest in Trademarks#page3.tif	

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

September 25, 2012

WHEREAS, TSUDIS CHOCOLATE COMPANY, a Delaware corporation ("**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Grantor has entered into a Security Agreement, dated as of the date hereof, by and among Grantor, the other loan parties party thereto and TriState Capital Bank, as administrative agent for certain lenders ("**Administrative Agent**"), (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Administrative Agent a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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Schedule 1 to Acknowledgment of Security Interest in Trademarks

1. PROTEIN SQUARED -- U.S. Trademark Registration No. 4,126,084, registered April 10, 2012.
2. P2 -- U.S. Trademark Registration No. 4,053,659, registered November 8, 2011.